any reasonable expenditures incurred in a defense in good faith of the merits of a case. *Brassil* v. *Maryland Casualty Co.*, 210 N. Y. 235, 104 N. E. 622. It would seem that a failure of the insurer to furnish a *supersedeas* bond to stay execution of judgment pending appeal renders it liable to the insured. *Johnson* v. *Maryland Casualty Co.*, 103 Neb. 371, 171 N. W. 908. *Cf. Upton, etc. Co.* v. *Pacific, etc. Co.*, 162 App. Div. 842, 147 N. Y. Supp. 765. Apparently the principal case stands for the proposition that such rulings are not to be extended to include any reasonable expenditures necessary to prevent loss arising from collateral proceedings incident to an action at law which is included within the terms of the policy. This is narrow. These policies are drawn to meet ordinary business needs and should be so interpreted where possible. To have held otherwise would have been more consonant with the attitude heretofore adopted toward such policies.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — WHETHER COVENANT AGAINST SUBLETTING IS BROKEN BY PARTIAL SUBLETTINGS. — The plaintiff leased certain premises to the defendant, the agreement containing the usual covenant by the tenant not to assign, sublet or part with possession without the landlord's consent, but the covenant when referring to the premises did not add "or any part thereof." The defendant obtained consent to let the top floor. Later, without consent, all the rest of the premises were sublet. The plaintiff thereupon claimed a forfeiture; but his action was dismissed by the lower court on the ground that the covenant did not prevent a partial subletting. The plaintiff appealed, arguing that the two partial sublettings constituted a complete subletting, and hence a breach. *Held*, that the appeal be allowed. *Terrell* v. *Chatterton*, 57 L. J. 263 (C. A.).

Conditions in leases against assigning and subletting are construed strictly to prevent forfeitures. *Crusoe* v. *Bugby*, 2 Wm. Bl. 766; *Jackson* v. *Harrison*, 17 Johns. (N. Y.) 66; *Lynde* v. *Hough*, 27 Barb. (N. Y.) 415; *Field* v. *Mills*, 33 N. J. L. 254. On this ground, general covenants against subletting and assigning have been held not to be broken by a partial subletting or assignment, although the natural meaning of such a covenant would seem to prevent any alienation whatsoever. *Grove* v. *Portal* [1902] 1 Ch. 727. *Cf. Miller* v. *Pond*, 214 Mich. 186, 183 N. W. 24. See *Church* v. *Brown*, 15 Ves. Jr. 258, 265; *Cuschner* v. *Westlake*, 43 Wash. 690, 696. In the principal case, therefore, the suggestion that the second sublease alone would not work a forfeiture is well founded. And clearly the first subletting was no violation of the lease, being authorized. It is therefore difficult to understand the logic of holding that the two together constituted a breach. Although the result was a complete subletting, there was not a complete subletting without consent. The decision in the principal case may be supported, however, by relying on the covenant not to part with possession. Such clauses are equivalent to a requirement of personal occupancy, which is given a very literal meaning, and construed even more strictly than a covenant against assigning and subletting. *Cf. Greenslade* v. *Tapscott*, 1 C. M. & R. 55; *Jenkins* v. *Price* [1908] 1 Ch. 10. See *Marsh* v. *Bristol*, 65 Mich. 378, 385, 32 N. W. 645, 648. See TIFFANY, LANDLORD AND TENANT, § 152 M.

LANDLORD AND TENANT — CROPPERS' CONTRACTS. — The California Land Law forbids an alien to acquire any "interest" in land. (1921 CAL. STAT. 83.) A contract was made by the owner of land with an alien Japanese, under which the latter cultivated the land for four years, lived in a house thereon, and enjoyed possession which was to be protected by

the owner against all the world. "General possession," however, was reserved in the owner, and it was provided that the "cropper" (the alien) should have no interest or estate in the land. The owner and the alien brought an action to restrain the defendants from enforcing the provision against them for the reason that the contract does not give the alien any interest in the land. *Held*, that judgment be entered for the plaintiffs. *O'Brien* v. *Webb*, 279 Fed. 117 (N. D. Cal.).

For a discussion of the principles involved, see NOTE, *supra*, p. 209.

LIBEL AND SLANDER — DAMAGES — ADMISSIBILITY OF EVIDENCE TO SHOW MENTAL SUFFERING OF MEMBER OF PLAINTIFF'S FAMILY TO ENHANCE DAMAGES. — The defendant published a statement concerning the plaintiff which was libellous *per se*. Evidence that the publication caused mental distress to the plaintiff's seven-year-old daughter was admitted over the objection of counsel for the defendant. In overruling the objection the trial court made remarks which clearly indicated that its purpose in admitting such evidence was to show distress inflicted on the plaintiff by the distress of her child. *Held*, that the evidence was inadmissible. *Bishop* v. *New York Times Co.*, 233 N. Y. 446, 135 N. E. 845.

The direct injury suffered from a libel is to reputation, and compensation for injured reputation is therefore the principal item of damages in an action for defamation. But another direct result of a libel is mental suffering on the part of the person defamed, and compensation may be recovered for such suffering. *Lombard* v. *Lennox*, 155 Mass. 70, 28 N. E. 1125. See *Newman* v. *Stein*, 75 Mich. 402, 407, 42 N. W. 956, 957. The term "mental suffering" covers a multitude of injuries, many of which must be born as necessary incidents of existence. Admittedly one whose reputation is injured experiences sensations of shame and humiliation. How far into the realm of mental suffering should the courts go in allowing recovery in libel cases? It is true that there is an increasingly liberal tendency towards allowing recovery in cases involving mental suffering. See Archibald H. Throckmorton, "Damages for Fright," 34 HARV. L. R. 260. However, the law has not as yet gone so far as to allow recovery for mental anguish caused by sympathy for the suffering endured by others. *A. T. & S. F. R. Co.* v. *Chance*, 57 Kan. 40, 45 Pac. 60; *Dennison* v. *Daily News Pub. Co.*, 82 Neb. 675, 118 N. W. 568. This is a well-defined limitation upon any broad rule allowing recovery for mental suffering and, it is submitted, a proper one. The action of the court in excluding the evidence in the principal case is a recognition of this limitation. *Dennison* v. *Daily News Pub. Co.*, *supra*; *Sheftall* v. *Central of Georgia R. R. Co.*, 123 Ga. 589, 51 S. E. 646. *Contra*, *Ott* v. *Murphy*, 160 Iowa, 730, 141 N. W. 463. *Cf. Cahill* v. *Murphy*, 94 Cal. 29, 30 Pac. 195.

LICENSES — LICENSE TO FISH — DESTRUCTION OF LOCATION — STATUTE OF LIMITATIONS. — A Washington statute allowed exclusive fishing rights to the holder of a yearly license who marked his location in the prescribed manner. (1922 WASH. REM. CODE, § 5679.) The plaintiff held such a license and location. In 1913 the defendant, a public service corporation, destroyed the value of the location by constructing a trestle and booming ground. The plaintiff commenced action in 1919, and the defendant pleaded the Statute of Limitations, which barred actions for injury to personal property and for trespass to real property after three years. (*Ibid.* § 159.) The Statute of Limitations on actions for recovery of real property was ten years. (*Ibid.* § 156.) From judgment for the plaintiff, the defendant appeals. *Held*, that the judgment be reversed. *Irwin* v. *J. K. Lumber Co.*, 205 Pac. 424. (Wash.).